

REMARKS

Status of the Claims

Claims 1, 3, and 8-14 (Currently Amended)

Claims 2 and 4-7 (Original)

Claims 15-20 (Withdrawn)

Comments under 35 U.S.C. § 121

The Examiner has required restriction to one of the inventions under 35 U.S.C. § 121:

- I. Claims 1-14, drawn to a system and method for interactive scheduling, classified in class 705, subclass 9; and
- II. Claims 15-20 drawing to a method for developing a web site, classified in class 707, subclass 10.

It is the Examiner's position restriction for examination purposes is proper because the inventions are distinct for the reasons given above. During a telephone conversation with Applicant's representative on January 9, 2004, a provisional election was made with traverse to prosecute the invention of Group I, claims 1-14. In this response, the election and withdrawal of claims 15-20 as being drawn to a non-elected invention is affirmed.

Comments under 35 U.S.C. § 101

The Examiner has rejected claims 8-14 under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter. The requirements for

statutory subject matter are 1) whether the invention is within the technological arts; and 2) whether the invention produces a useful, concrete, and tangible result.

It is the Examiner's position that the second requirement is met by the recited process because scheduling of an appointment is a useful, concrete, and tangible result. Therefore, it is the first requirement that is not met. Applicant has amended claims 8-14 to indicate that the present invention is a computerized method for scheduling appointments in which a customer using a computer responds to prompts for information. Information regarding the customer's responses is stored at a server computer. Applicant respectfully submits that amended claims 8-14 recite an invention that is within the technological arts, and therefore, the first requirement is met. Applicant respectfully submits that amended claims 8-14 meet both requirements for statutory subject matter and therefore, respectfully requests that the Examiner withdraw the claim rejections under 35 U.S.C. § 101.

Comments under 35 U.S.C. § 103

The Examiner as rejected claims 1-7 under 35 U.S.C. § 103(a) as being unpatentable over O' Connor (Pub. No. 2001/0011225). It is the Examiner's position that O'Connor teaches at Fig. 1, pg. 1 [0007] appointment scheduling software and a central repository for storing appointment data as well as receiving a customer's selection of a vendor, service, date, and timeslot selected from an appointment book. It is the Examiner's position that O' Connor discloses Applicant's invention except for an "add-on service" or "adjacent service." Applicant respectfully traverses the rejections. Applicant respectfully submits that O' Connor has additional deficiencies not addressed by the Examiner.

Applicant respectfully submits that O' Connor does not disclose receiving a customer's selection of service provider to provide the service to the customer, a timeslot for the customer to receive the service from the specified service provider, or an appointment book presented to the customer with dates and timeslots that are specific to the service provider. Contrary to the present invention, the O' Connor reference discloses the use of a single appointment book for the entire business. Fig. 1 and pg. 1 [0007] of O' Connor indicate that a customer may select only a business. Pg. 3 [0030] further indicates that customers access "an appointment page for the subscriber business hosting the ad."

Customers in O' Connor can schedule an appointment with the businesses they select, but they cannot schedule appointments with specific service providers. As a result, if they schedule appointments using the online appointment scheduling software of O' Connor, they do not know who will be providing the services they have requested. Customers who want to receive a service from a preferred service provider at the business (e.g., a preferred dentist or a preferred hairdresser) cannot use the system and method of O' Connor to schedule an appointment because they cannot schedule an appointment with a specific service provider. In fact, they cannot even determine who might be providing the service. If customers are required to call the business to determine who the service provider will be, the appointment will be scheduled over the telephone (to ensure the appointment is with the specified service provider) and none of the time and savings advantages of online appointment scheduling are realized. Applicant respectfully submits that this deficiency in O' Connor is significant and therefore, the O' Connor reference cannot support the present rejections.

It is the Examiner's position O' Connor does not disclose "add-on" or "adjacent" services. The Examiner has further stated that the claim language related to "add-on" and "adjacent" services is nonfunctional descriptive language describing the intended use of the software, that it would be obvious to one of ordinary skill in the art at the time the invention was made to provide for add-on or ancillary services to be performed by the software, and that such services do not add to the claims structure. Applicant respectfully submits that the Examiner has failed to present a case of prima facie obviousness by failing to provide any reason as to why one of ordinary skill in the art would have found the claimed invention to have been obvious in light of the teaching of O'Connor.

Applicant amended claims 1, 3, 8, and 11 to indicate that "add-on" or "adjacent" services according to the present invention relate to the primary service selected by the customer and are performed at the vendor's location. Applicant respectfully submits therefore, that they recite functionality provided by the present invention and that they add to the claims structure based on a relationship with data for the primary service. Applicant further respectfully submits that O' Connor does not even suggest that a customer may be interested in scheduling an appointment for an additional service at the time a primary service is scheduled and therefore, one of ordinary skill in the art at the time of the invention would not have found "add-on" or "adjacent" services to be obvious in view of O' Connor. There are many benefits that result from scheduling add-on and adjacent services according to the present invention. Vendors of services benefit because the additional services that are scheduled increase revenues for the business. In addition, the vendors are provided with an opportunity to inform their

customers of a wider range of available services that may be of interest to the customer. Customers benefit from the reminder of the availability of additional services and the convenience of scheduling them while scheduling an appointment for a primary service.

With respect to claims 2-6, Applicant respectfully submits that for the reasons cited above, the O' Connor reference cannot support the rejection of claim 1 and therefore, cannot support the rejection of claims 2-6 which depend from claim 1.

The Examiner has rejected claims 8-12 under 35 U.S.C. § 103(a) as being unpatentable over O' Connor in view of Glazer (Pub. No. 2002/0032588) and further in view of Breitenbach (Pub. No. 2002/0016729). It is the Examiner's position O' Connor teaches Applicant's invention except for presenting an appointment book of dates and timeslots for a service provider and the customer's related selections. The Examiner states that Glazer discloses presenting an appointment book of dates and timeslots for a service provider and the customer's related selections and that it would have been obvious to one of ordinary skill in the art to incorporate into the method of O' Connor the teachings of Glazer because the resulting system would be easy to use for the customer and easy to control for the sponsor. The Examiner further states that O' Connor does not disclose prompting a customer to select an add-on service and that Breitenbach discloses a method for allowing an individual to schedule an event and ancillary tasks and sub-tasks associated with the event. It is the Examiner's position it would have been obvious to one of ordinary skill in the art to incorporate into the method of O' Connor the ancillary tasks and sub-tasks of Breitenbach because it allows for more efficient and accurate scheduling. Applicant respectfully traverses the

rejections. Applicant respectfully submits that the Glazer and Breitenbach references do not provide the teachings suggested by the Examiner.

Glazer does not disclose presenting an appointment book of dates and timeslots for a service provider and therefore, cannot be combined with O' Connor and Breitenbach to support the present rejections. It is the Examiner's position that Glazer teaches an appointment book of dates and timeslots for a service provider in Fig. 2 and pg. 1 [0007]. However, Fig. 2 does not identify a service provider to provide the selected service to the customer and pg. 1 [0007] teaches only that a customer can schedule an appointment. Like O' Connor, there is no indication in Glazer that a customer can schedule an appointment with a specific service provider. Pg. 1 [0008] indicates that a "real-time master" schedule is maintained for a sponsoring organization. Glazer does not disclose an appointment book of dates and timeslots for a service provider, and therefore, Glazer cannot be combined with O' Connor and Breitenbach to support the present rejections.

Breitenbach does not disclose prompting a customer to select an add-on service, and therefore, cannot be combined with O' Connor and Glazer to support the present rejections. It is the Examiner's position that Breitenbach teaches prompting a customer to select an add-on service on pg. 5 [00072]. The cited passage indicates only that tasks and sub-tasks may be associated or cross-referenced with an event. Breitenbach does not relate in any way to scheduling customer appointments with a service provider at a vendor location, and therefore, does not disclose prompting a customer to schedule an add-on service based on the customer's selection of a service provider. Therefore,

Breitenbach cannot be combined with O' Connor and Glazer to support the present rejections.

With respect to claims 9-14, Applicant respectfully submits that for the reasons cited above, the Glazer and Breitenbach references, when combined with the O' Connor reference, cannot support the rejection of claim 8 and therefore, cannot support the rejection of claims 9-14 which depend from claim 8.

In view of the foregoing Amendments and Remarks, Applicant respectfully submits that the present application is now in condition for allowance and respectfully requests such action.

Respectfully submitted,

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